

1 VIRGINIA:

2 IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF
3 SOUTH CAROLINA OF CHARLESTON DIVISION
4 IN ADMIRALTY

5 *****
6 TIFFANY N. PROVENCE, as the }
7 Personal Representative of }
8 the Estate of Juan Antonio }
9 Villalobos Hernandez, }
10 Plaintiff, }
11 - vs - }
12 UNITED STATES OF AMERICA, }
13 CROWLEY MARITIME CORPORATION, }
14 CROWLEY GOVERNMENT SERVICES, }
15 INC., }
16 DETYENS SHIPYARDS, INC., and }
17 HIGHTRACK STAFFING, INC. }
18 d/b/a }
19 HITRAK STAFFING, INC. }
20 Defendant: }
21 *****

Case No.
2:21-cv-965-RMG

16 DEPOSITION OF
17 THE UNITED STATES
18 BY AND THROUGH ITS CORPORATE DESIGNEE,
19 JUANITA BROENNIMANN
20 9:00 a.m. to 2:00 p.m.

21 June 16, 2022

22 Via ZOOM

23

24 Job No. 38889

25 REPORTED BY: Dawn Testa

1 to the lifeboat systems on the Lummus, those
2 specifications would have been completely and
3 exclusively prepared by Crowley, but would have been
4 expressly approved by the Military Sea Life Command; is
5 that correct?

6 A When you say "expressly approved," I'm not
7 sure if -- the primary focus of the review is to ensure
8 that we are covering all of the items that we
9 collectively, Crowley, and MSC, know need to be
10 addressed.

11 Q Okay. But I think I understood your
12 testimony to be that Crowley would not be permitted to
13 send the specifications out for bid until such time as
14 the Government had expressly approved the specifications
15 by whatever process they have; is that true?

16 A Yes, that is true.

17 Q So by extension, if there's a specification
18 for the repairs to the lifeboat davit arms, or lifeboat
19 systems, that would have been prepared by Crowley and
20 approved by the Government before this could have gone
21 out for bid; is that correct?

22 A Yes.

23 Q And, from the Government's perspective, is it
24 true that, at all times after this contract is executed
25 in July of 2014, Crowley is acting as an agent on behalf

1 the United States?

2 MR. GILSENAN: I'm going to object to the
3 form.

4 A I'm not sure how you're defining an agent
5 account of the Government. I know that that can be a
6 very specific term, and I wouldn't want to cause
7 confusion.

8 Q Yeah. Okay. Let's see if I think try to
9 help you with that.

10 Once the contract is in place, is it true and
11 accurate to say that Crowley is directed to do all of
12 the things in the contract on behalf of the Government?

13 A Yes.

14 Q And, is there anything, when it comes to
15 either the operation, maintenance or repair of the
16 Lummus, that the Government expects Crowley to do, not
17 on behalf of the Government, but rather on its own
18 behalf?

19 A I'm not sure I understand the question.

20 Q Well, for example -- maybe I will try a
21 simple example: Could Crowley charter a vessel for
22 profit?

23 A No.

24 Q Did Crowley require, at all times, that it's
25 in control of the vessel, to use it for public benefit

1 of the United States?

2 A Yes.

3 Q And, at all times that the vessel is under
4 Crowley's control, is it true and accurate to say that
5 the United States expects Crowley to be acting in the
6 best interest of the United States?

7 A Yes.

8 Q At all times, the vessels under the contract
9 and under the control of Crowley, is there any
10 circumstance were Crowley would be allowed to act in its
11 own best interest, as opposed to the best interest of
12 the United States?

13 A No. That would not be the expectation.

14 Q Okay. Is it accurate to say that part of the
15 Military Sea Lift Command's expectations is that Crowley
16 will operate, maintain and repair the vessel with regard
17 to the safety of the vessel's crew, outside contractors;
18 people in general? Is that accurate?

19 A I mean, it's the safe, efficient, effective
20 operation of the ship; but specifically, having a laser
21 focus on safety is not necessarily the expectation.

22 Q Okay. It's not an expectation that there be
23 a laser focus on safety. I hear your testimony about
24 that.

25 Is there an expectation from the Government